

COLLECTIVE BARGAINING

By and Between

**BOROUGH OF FAIRVIEW
BERGEN COUNTY, NEW JERSEY**

and the



**UNITED PUBLIC SERVICE
EMPLOYEES UNION**

WHITE COLLAR UNIT

January 1, 2010 - December 31, 2010

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PREAMBLE

This agreement entered into this 1st day of January 2010, between the Borough of Fairview ("Borough"), and Clerical UPSEU, provides as follows:

The terms and conditions of this Agreement will be incorporated with the language of the existing Collective Bargaining Agreement. No other additions, deletions or changes of any kind are made to the existing Collective Bargaining Agreement other than as set forth below. Those terms and conditions negotiated by the parties are as follows:

ARTICLE I RECOGNITION

Section A - The Borough recognizes the Union as the collective bargaining representative for all White Collar employees of the Borough, together with all those titles covering employees who are, or will be, performing similar work, or work which is generally considered to be, "White Collar" work, and who are not department heads. (Job title and wage schedule attached.)

ARTICLE II MANAGEMENT RIGHTS

Section A - The right to manage the affairs of the Borough and to direct the working forces and operations of the Borough, subject only to the limitations of this Agreement and applicable State Law, is vested in and retained by the Borough.

ARTICLE III EMPLOYEE RIGHTS

Section A - Nothing contained herein shall be construed to deny or restrict to any employee such rights as they may have under the New Jersey State Statutes or Civil Service Laws or other applicable laws and regulations. The rights granted employees hereunder shall be deemed to be in addition to those provided elsewhere.

Section B - Employees shall be entitled to full rights of citizenship, and not religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not violate any local, State or Federal law.

Section C - Any aggrieved person maybe represented at all stages of the grievance procedure by themselves or, at their option, by a representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.

Section D - No reprisals of any kind shall be taken by the Borough or any other member of the administration against any party in interest, any representative, any member of the Union or any other participant in the grievance procedure by reason of such participation.

ARTICLE III GRIEVANCE PROCEDURE

As set forth in N.J.A.C. Title 9

Section A. - SUSPENSIONS, DEMOTIONS, REMOVALS

In any case where a permanent employee in the classified service as defined in the Civil Service Rules and Regulations is issued a preliminary notice of disciplinary action involving, (a) suspension for more than five (5) days at one time, (b) the third suspension or third fine in one calendar year or suspensions aggregating more than fifteen (15) days in one calendar year, (c) demotion, or (d) removal, the Mayor and Council shall conduct a hearing on the matter. The procedures set forth in the Civil Service Rules and Regulations shall be binding.

Section B - GRIEVANCES

Any grievance relating to the position, wages, or working conditions of an employee covered by this Agreement shall be handled in the manner set forth below:

1. The employee should discuss the grievance with his immediate supervisor. He may be represented by a member of UPSEU declined to represent the employee, he or she shall have the right to proceed without such representation. If the employee or UPSEU is not satisfied with the result of the discussion with his supervisor, either may file a written notice of grievance with the employee's Department Head. If for any reason, the employee or UPSEU does not wish to discuss the grievance with the employee's supervisor, the procedure may be begun with the written notice to the Department Head.
2. The Department Head shall review all aspects of the grievance that he deems necessary and shall render a written determination within five (5) days and shall advise the employee and UPSEU of such decision immediately thereafter and forward to each a copy of his determination.
3. The employee or UPSEU may appeal the decision of the Department Head to the Borough Administrator if either is unsatisfied with the result by filing a written notice of appeal with the Borough Administrator, at the same time forwarding copies of all previous writings on the matter. Within the next ten (10) days the Borough Administration shall conduct a hearing and shall thereafter render a written determination within ten (10) days of the close of the hearing and shall advise both the employee and UPSEU of such decision and forward to each a copy of his determination.
4. The employee or UPSEU may appeal the decision of the Borough

Administrator if either is unsatisfied with the result, by filing a written notice of appeal with the Mayor and Council and, at the same time, forwarding copies of all previous writings on the matter. Within the next ten (10) days, the Mayor and Council shall conduct a hearing and thereafter render a written determination within ten (10) days and shall advise both the employee and UPSEU of such decision immediately thereafter and forward to each a copy of their determination.

5. If the grievances are not settled by the steps outlined above, UPSEU or the employee, within ten (10) working days after receipt by the employee and UPSEU of the Mayor and Council's decision, shall have the right to file an appeal with the Public Employment Relations Commission (hereinafter PERC). PERC shall appoint an arbitrator to hear the grievance. The arbitrator's decision shall neither modify, add to, nor subtract from the terms of this Agreement and the referenced policies and shall be rendered within thirty (30) days after completion of the hearing and shall be final and binding upon both parties. The cost of the arbitrator and his expenses shall be borne equally by both parties, unless otherwise provided by law.

ARTICLE IV WORK WEEK

- Section A - The standard work week shall consist of five (5) days, Monday through Friday. Employees shall work thirty-five (35) hours per week from 8:30 a.m. - 4:30 p.m. with one (1) hour for lunch.

ARTICLE V HOLIDAYS

- Section A - All full-time employees shall be entitled to holiday leave of absence with pay in celebration of the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Presidents' Day	General Election Day
Good Friday	Thanksgiving Day and the day following
Memorial Day	Christmas Day
Independence Day	

If any of the above holidays falls on a Saturday or Sunday, the following shall be adhered to:

1. If the holiday falls on Saturday, same shall be celebrated on the preceding day, namely, Friday;
2. If the holiday falls on Sunday, same shall be celebrated on the following day, namely, Monday.

- Section B - Nothing herein shall prevent the Mayor and Council from granting additional Holidays if it sees fit do to so.
- Section C - If an employee is required to work on a holiday, Saturday, or Sunday, the said employee shall be compensated at time and a half

ARTICLE VI VACATIONS

- Section A - All full time employees hired prior to June 1, 1998, shall be entitled to paid vacation in accordance with the following schedule:

1. From date of hire through December 31st of the year of hire:
1 vacation day for each 30 days employment;
2. From January 1st of first (1st) full calendar year after date of hire through December 31st of third (3rd) full calendar year after date of hire:
12 vacation days;
3. From January 1st of fourth (4th) full year after date of hire through December 31st of eighth (8th) full calendar year after date of hire:
15 vacation days;
4. From January 1st of ninth (9th) full year after date of hire through December 31st of eighteenth (18th) full calendar year from date of hire:
20 vacation days;
5. From January 1st of nineteenth (19th) full year after date of hire and thereafter:
25 vacation days;

The following shall be the vacation schedule for all employees hired as of June 1, 1999, and thereafter:

1. From January 1st of the first (1st) full year through December 31st of the third (3rd) full year:
10 vacation days;
2. From January 1st of the fourth (4th) full year after date of hire through December 31st of the sixth (6th) full year:
12 vacation days;
3. From January 1st of the seventh (7th) full year through December 31st of the tenth (10th) full year:
15 vacation days;
4. From January 1st of the eleventh (11th) full year and thereafter:
20 vacation days.

Where in any calendar year when the vacation or any part thereof is not granted or taken, such vacation periods or parts thereof shall accumulate and shall be granted during the next succeeding calendar year only.

ARTICLE VII HOSPITALIZATION & INSURANCE BENEFITS

- Section A - The Borough shall provide, at no cost to the employees, those hospitalization and medical payments benefits provided in the New Jersey Health Benefits Plan covering employees and their dependants, including, but not limited to benefits as described in policies issued by Blue Cross, Blue Shield (750), Rider J. and Major Medical, or comparable insurance.
- Section B - The Borough shall also provide, at no cost to the employees, dental insurance as provided by the New Jersey Dental Plan, or comparable insurance.
- Section C - In the event that the insurance carriers presently carrying the hospitalization, medical and dental insurance for the Borough shall refuse to carry or continue said insurance coverage, the Borough shall immediately apply to a new insurance company or companies for the comparable insurance as is now provided and shall provide that there shall be no interruption of insurance coverage afforded.
- Section D - The Borough shall provide and pay hospitalization and medical insurance for all full time employees and their dependents, upon their retirement after a minimum of twenty-five (25) years of (PERS) service.
- Section E - The Borough shall provide, at no cost to the employees, a death Benefit payment of the employee's life in the amount of ten thousand dollars (\$10,000.00.) The employees shall have the right to name the beneficiary thereof
- Section F - The Borough shall adopt and implement a deferred compensation plan through the retention of the Variable Annuity Life Insurance Company as administrative contractor with the responsibility for drafting a deferred compensation plan that meets applicable I.R.S. and State of New Jersey guidelines. Enrollment in the deferred compensation plan shall be offered to all employees covered by this Agreement, and Enrollment in the said plan shall be on a voluntary basis.

ARTICLE VIII SICK LEAVE

- Section A - Sick leave is hereby defined to mean absence from post or duty of any employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care and attendance of such employee.

Section B - Sick leave with pay shall be granted to all full time employees of not less than one working day for each month of service during the first calendar year and fifteen (15) working days for each calendar year thereafter. If any such employee retires, none or only a portion of such allowable sick leave for any calendar year, the amount of sick leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if and when needed. No employee who may be disabled either through injury or illness as a result of or arising from their respective employment shall be required to utilize the sick leave accumulated during such period of disability.

Section C - Accumulated sick leave shall be determined and calculated from the date of employment or from the date the Borough adopted Civil Service, whichever date is later

Section D - If an employee is absent for reasons that entitle them to sick leave, their supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

An employee who shall be absent on sick leave for five (5) or more consecutive working days, upon request by the Borough, shall be required to submit acceptable medical evidence substantiating his or her right to such leave. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required before return to employment if requested by the Borough. The Borough may require an employee who has been absent because of personal illness, as a condition of their return to duty, to be examined, at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing their normal duties and that their return will not jeopardize the health of other employees.

ARTICLE IX BENEFITS ON TERMINATION

Section A - UNUSED SICK LEAVE

Each employee who resigns or retires at any time shall receive a payment equal to one half (½) of the employee's accumulated sick leave days multiplied by the employee's base rate of daily compensation at the time of his or her resignation or retirement, provided that:

- (a) No such payment shall exceed fifteen thousand dollars (\$15,000.00).
- (b) No unused sick leave prior to the adoption of Civil Service by the Borough shall be counted.

**ARTICLE X
WORK RELATED INJURIES OF SICKNESS**

Section A - The Borough shall make payment of his or her full salary to any employee who receives an injury or illness as a result of, or arising out of the employee's employment with the Borough, which injury or illness prevents the employee from performing his or her duties, provided that the employee assigns and pays over to the Borough any payments made to him or her for temporary disability under Workmen's Compensation laws of the State of New Jersey.

**ARTICLE XI
PERSONAL DAYS**

Section A - In addition to any other leaves of absence set forth herein, all employees hired prior to June 1, 1999, shall be entitled to four (4) personal days each year with pay to conduct personal business. All employees hired after June 1, 1999, shall receive two (2) personal days each year with pay to conduct personal business. Personal days cannot accumulate from year to year.

Section B - In addition to any other leaves of absence set forth herein, each employee hired prior to June 1, 1999, with ten (10) years of service or more, shall be entitled to five (5) personal days each year with pay to conduct personal business. Payment for unused personal days accumulated for the last year of employment.

Section C - All employees hired after June 1, 1999, with ten (10) years of service or more, shall be entitled to three (3) personal days each year with pay to conduct personal business.

**ARTICLE XII
SALARIES AND COMPENSATION**

Section A - Each employee shall receive a salary in accordance with schedule as attached hereto.

Section B - All employees shall be paid on or before Thursday of each week by 12 noon, and shall be allowed time to cash their checks without penalty.

Section C - Each employee shall be entitled to a salary increase as set forth in Schedule C.

Section D - The salaries for all employees hired after January 1, 2008, shall be twenty-five thousand dollars (\$25,000.00).

Section E - Employees called to work on a weeknight or weekend shall receive a minimum of two (2) hours of pay effective January 1, 2003.

Section F - If an employee is required to work in excess of 35 hours, he or she shall be paid on and one-half times his or her salary for those hours.

- Section G - A White Collar title of "Special II Police Officer/Parking Enforcement Officer" shall be added to the White Collar contract at a starting salary of \$29,000.00 per annum.
- Section H - The work hours of the Court personnel Clerical employees are required to work thirty-five (35) hours per week with one (1) hour for lunch. As the Court is in session on Wednesday evening, the thirty-five (35) hours required to work each week shall include the Court session. Accordingly, the employees' hours shall be set by the Borough Administrator of designee.

ARTICLE XIII LONGEVITY

- Section A - All full time employees hired prior to June 1, 1999, shall receive longevity pay of two percent (2%) of their annual base salary for every four (4) years of service with a maximum of ten (10%) percent for twenty (20) years or more of service. All employees hired after June 1, 1999, shall receive two percent (2%) longevity after four (4) years, four percent (4%) after eight (8) years, six percent (6%) after twelve (12) years and seven and one-half percent (7½%) after sixteen (16) years.
- Section B - Longevity shall be effective after the completion of the third (3rd), seventh (7th), eleventh (11th), fifteenth (15th), nineteenth (19th) full years of employment in accordance with the following schedule:
- | | |
|----------------------------|-----|
| 0 years through 3 years: | 0% |
| 4 years through 7 years: | 2% |
| 8 years through 11 years: | 4% |
| 12 years through 15 years: | 6% |
| 16 years through 19 years: | 8% |
| 20 years and over: | 10% |
- Section C - Employees who become eligible for a longevity payment during the current calendar year plus one (1) day will receive the payment from the first (1st) of the year. The longevity payment will be calculated once each year as of January 1st for each eligible employee.
- Section D - The longevity payment will be computed on the amount of the base salary of the employee at the time they become eligible for a longevity payment and each year thereafter on January 1st. The annual base salary for full time employees with more than one classification or title shall be, for the purpose of computing longevity, the sum total of the salary and wages accrued for each classification or title. The annual base salary shall include payments made to any employee for services rendered by the employee outside the scope of their title. Overtime will not be considered in computing longevity payment.
- Section E - Longevity payment will be computed from the time the employee first became employed by the Borough.

Section F - Longevity payment shall be added to an employee's base salary and shall be paid accordance with the same procedure as for salaries.

ARTICLE XIV BEREAVEMENT LEAVE

Section A - Employees shall be entitled to three (3) working days leave with pay to attend or make arrangement for the funeral of a member of their immediate family. Immediate family is defined as and limited to: spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or any relative residing in the employee's household.

ARTICLE XV MISCELLANEOUS

Section A - **COFFEE BREAKS**

Each employee shall be entitled to two (2) fifteen-minute (15) coffee breaks, the first in the morning and the second in the afternoon. The morning break shall take place in the coffee room to be supplied by the Borough. The afternoon break shall take place at each employee's desk.

Section B - **DRESS CODE**

All employees shall attire themselves in a manner appropriate for employees who are dealing with the public and in that capacity are representatives of the Borough.

Section C - **SNOW DAYS**

If, because of an accumulation of snow or because of hazardous driving conditions, an employee is unable to reach their place of employment, they shall notify the Mayor who shall determine whether or not assistance is required. If assistance is required, he may arrange for the employee to be brought to their place of employment and returned home at the conclusion of the work day.

Section D - A committee shall be established consisting of a representative of the White Collar unit, a representative of the Blue Collar unit, and representatives of the Borough to discuss and review the language contained in this Agreement in an effort to resolve ambiguities, and remove and/or resolve conflicting or archaic language. The recommendations of the committee shall be presented to the respective bargaining units and to the Mayor and Council of the Borough for review and for the approval of any action as may be necessary. It is expressly understood that the recommendations of the committee referred to above are advisory in nature and are subject to final approval by the governing body and the respective bargaining units.

Section E - A committee shall be established, consisting of a representative of the Blue Collar unit and a representative of the White Collar unit which committee shall be authorized on behalf of the respective bargaining units to present to a designated representative of the Mayor and Council a proposed disability plan for the benefit of Municipal employees. It is expressly understood and agreed that consideration and/or adoption of any such proposed disability plan shall be within the sole discretion of the Mayor and Council, and that this paragraph does not bind the Mayor and Council to the adoption of any disability benefits program or proposal.

ARTICLE XVI UNION CHECK-OFF

The employer will submit to the Union, UPSEU, all dues, initiations, etc. on a quarterly basis, for all employees in the unit under the agency shop provision, as provided by State Law. The Union alone, has the right to institute dues structuring for all employees of the unit, and shall be promptly acted upon, by the employer, upon notification by Local UPSEU.

ARTICLE XVII MAINTENANCE OF BENEFITS

Section A - Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Borough in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE XVIII SEPARABILITY

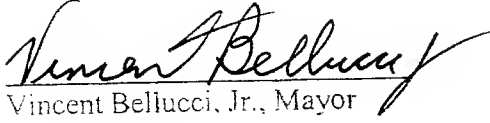
Section A - If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIX TERM

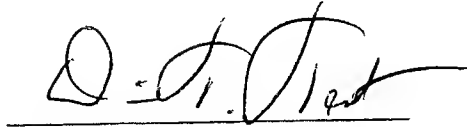
Section A - This Agreement shall become effective and is retroactive to January 1, 2010, and shall remain in full force and effect until midnight of December 31, 2010.

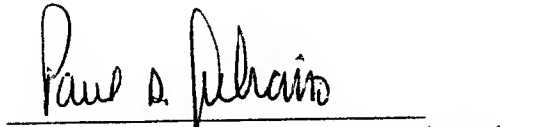
Section B - In the event the parties do not enter into a new Agreement on or before December 31, 2010, then this Agreement shall continue in full force and effect until a new Agreement is executed.

Borough of Fairview



Vincent Bellucci, Jr., Mayor

Dated: _____

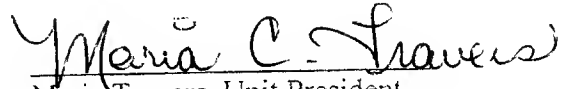

Diane T. Testa, Borough Clerk


Paul Juliano, Public Works Superintendent
Assistant Administrator/Personnel

United Public Service Employees Union


Kevin E. Boyle, Jr., President

Dated: 5/24/11


Maria Travers, Unit President

Dated: _____

SCHEDULE A

JOB TITLES:

Adm. Secretary Construction Code
Principal Account Clerk
Principal Payroll Clerk
Sr. Account Clerk Typing
Clerk Typist
Sr. Assessing Clerk
Court Administrator
Deputy Court Admin.
Parking Enforcement
Sr. Citizen Bus Driver
Sr. Citizen Coordinator P/T
Special II Police Officer/Parking Enforcement Officer

Together with all those titles covering employees who are or will be performing similar work or work which is generally considered to be "White Collar" work and who are not department heads.

SCHEDULE B
SALARY

Salary increase shall be as follows:

January 1, 2010 - 3%

SCHEDULE C
SALARY

<u>TITLE</u>	<u>2009</u>	<u>2010</u>
Admin. Secretary Construction Code	\$47,228.87	\$48,645.74
Principal Account Clerk	\$43,935.54	\$45,253.61
Principal Payroll Clerk	\$43,935.54	\$45,253.61
Sr. Account Clerk Typing	\$43,935.54	\$45,253.61
Clerk Typist	\$34,773.17	\$35,816.37
Sr. Assessing Clerk	\$43,935.54	\$45,253.61
Court Administrator	\$43,935.54	\$45,253.61
Deputy Court Administrator	\$34,773.17	\$35,816.37
Parking Enforcement	\$33,558.71	\$34,565.47
Sr. Citizen Bus Driver	\$33,558.71	\$34,565.47
Sr. Citizen Coordinator	\$16,108.09	\$16,591.33
Special II Police Officer/Parking Enforcement Officer		\$29,000.00